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## Where We Are Now

*Rhonda Snow, FSA President*

In October 2008, the FSA sponsored a visit from James Turk, Executive Director of the Canadian Association of University Teachers. Many faculty members attended his talk. Jim expressed his envy for our newly acquired university status, pointing out that UFV had been given a rare opportunity to begin life as a university with a clean slate. He went on to caution us, in our future contractual discussions, against spoiling our bright prospects by settling for "the worst of both worlds." By this he meant a rigorous system of rank and promotion coupled with the heavy teaching load that is typical of the university-college or community college.

We are currently at a point where that worst-case scenario is growing increasingly likely.

As is well known, the FSA agreed eighteen months ago to explore the issue of a system of rank, title, and tenure in a Joint Committee comprised of representatives from both management (Diane Griffiths, Eric Davis, Dan Ryan, and Dianne Common—whose position was eventually terminated) and members of the FSA executive (Virginia Cooke, Wendy Burton, Scott Fast, and me). This committee, as is also well known, entered into an understanding that we would work together in good faith, and on a consensus model, to produce a template for the approval (or not) of FSA faculty members.

Left unclear, and unarticulated, was the connection between the model for rank on the one hand, and on the other, the bargaining process—which all participants were well aware was scheduled to begin sometime before the end of the current agreement, namely March 31<sup>st</sup> 2010. Undoubtedly, this lack of clarity was a mistake. The FSA believed, and consistently expressed its belief, that this issue (like all contractual issues) was a matter for collective bargaining—and indeed BC Labour Law indicates that it is, and must be so. The Joint Committee, on the other hand, operated on the assumption that the "long-standing tradition of collegiality at this institution" (I quote our current acting Vice President Academic) was enough to legitimize the proceedings of the Joint Committee. But that tradition, venerable and agreeable as it may be, cannot somehow trump or circumvent the legalities of collective bargaining in this province.

The dispute that threatens to polarize membership has been mistakenly conceived as a dispute about the conditions of rank, or tenure, or title. In reality, it is simply a dispute about due process.

On this important matter, I believe that faculty members of this organization are not only legally but ethically entitled to a secret ballot in a vote to be conducted by their elected representatives. They have nothing to fear from this process. The FSA is mandated, committed, and eager to achieve the goals of its members. That is simply what unions do.

## TAKE NOTICE

### Annual General Meeting

for the  
**Faculty & Staff Association**

Shall be held on:  
**Thursday, May 6th, 2010**  
**10:00 am - 12:00 pm**  
**Abbotsford Campus**  
**Theatre**

**Social to follow in the Conference Room (B121)**

Agenda and meeting information  
on-line at [www.ufv-fsa.ca](http://www.ufv-fsa.ca)

\*See *Nomination Form* on page 11

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## From the Editor



While looking for something the other day, I came across an old copy of a *Life in Hell* cartoon by Matt Groening that I had cut out of the paper some time ago, back when I was writing my PhD thesis. I'd reproduce it here, but it is so yellowed with age (hmm...) that a description will have to suffice. In the upper right corner, one floppy-eared character is saying to the other: "C'mon outside! We're playing softball! Drinking beer! Having a picnic!" The other, clutching a book and grimacing weakly, replies: "Sounds great. I'll be out in about five years." The cartoon is, of course, about graduate school. Another panel proposes "a wee test" to determine one's fitness for the enterprise. Answer true or false to the following questions: "I am a compulsive neurotic." "I like my imagination crushed into dust." "I enjoy being a professor's slave." "My idea of a good time is using jargon and citing authorities." "I feel a deep need to continue the process of avoiding life." We are also offered the "5 secrets of graduate school success," which are as follows: "Do not annoy the professor. Be consistently mediocre. Avoid anything smacking of originality. Do exactly what you are told. Stop reading this cartoon right now and get back to work."

As well as producing a sense of profound nostalgia for those comparatively halcyon days, the cartoon brought home to me just how entrenched the process of evaluation is among academics. Apparently, we like nothing better than to be set a series of tests; we delight in proving

our mettle again and again; our pulses thrill at the prospect of another intellectual hurdle, another exam, another expectation to satisfy. Just as Alexander the Great is said to have wept when there were no more worlds to conquer, an average academic will rapidly exhibit withdrawal symptoms when deprived of the stringent criteria by which he or she might yet again be measured, judged, approved, and rewarded.

Surely the emotions that have surrounded the discussion of academic rank and titles at UFV are evidence of this steely determination to be evaluated at all costs. And the same grim fortitude that is required to survive the rigors of graduate school has allowed a number of perfectly well-intentioned people to become locked in a painful struggle to control the conditions of our evaluation. Rank, title, and evaluation are important. But they are not the only important things.

I recently attended a CAUT forum in Ottawa on the subject of academic workload. Faculty Association representatives from across the country unanimously acknowledged the urgency and the difficulty of negotiating a reasonable balance between teaching, research, and service. Pressures that threaten this balance are exerted from many quarters: increases in class size, the erosion of faculty complement, the scarcity of money and time for research, the anxiety that accompanies building one's professional reputation.

The final session of the forum was titled "The Work-Life Balance," and I was startled to find that even in spite of the consensus that workload is very much a site of struggle, some

speakers defended their right to work all the time. "I think in the shower," said one, and went on to explain that he had long ago ceased to observe the conventional distinction between "work" and "life." Most professionals conflate the two, he said. But the last word on the subject came from Peter Simpson, Assistant Executive Director of CAUT. Peter acknowledged that academics are not unique among the professions in their dedication to their work; they are just uniquely masochistic. "If a lawyer thinks in the shower," he said, "you can be sure that someone will get a bill for it."

The point needs to be made that the structure of the system in which we work determines the way our work will be distributed. A system of rank will inevitably increase the workload of those who elect to be evaluated on their research. It will increase the workload, too, of those whose service contribution consists of sitting on tenure and promotion committees. And it will put pressure on everyone—both current and future faculty—to prove themselves worthy of the rank they aspire to.

Maybe we do need rank; I am undecided, myself. But I am convinced that *without a corresponding decrease in the number of teaching hours expected of faculty at this institution*, the additional expectations that go along with rank will be burdensome to many, and fundamentally unfair. Few Associate Professors on this continent are asked to teach seven courses. Few Assistant Professors who are asked to teach seven courses will be physically, let alone

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## From the President



Welcome everyone to the last newsletter of this academic year. There have been many changes for us in the last year and only a little good news. So, let me start

with the good news. The Employers within the system have agreed to increase their contribution to the College Pension Plan. Although this doesn't remedy the problems with the Inflation Adjustment Account or the

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psychologically able to satisfy the criteria for promotion.

After more than twenty years of teaching at the university level, I am beginning to feel that I have proved myself just about enough. *Of course* I think in the shower; sometimes I even lecture imaginary classes while driving my car—and I wouldn't dream of billing anyone. Yet I wouldn't mind the chance to play softball and drink beer at a picnic just once in a while, before it's too late.

In all likelihood, this will be my final column as Communications Chair. I am planning to stand in the next AGM for the position of Contract Chair, replacing the very capable Virginia Cooke. I have taken great pleasure in producing these last few issues of *Words and Vision*, and in working with other members of the Executive—Rhonda Snow, Virginia Cooke, and Curtis Magnuson in particular, people of conscience, all three. And so I make my bow.

**Hilary Turner**

post retirement benefits, it is a benefit for which we can thank FPSE and the other partners in the College Pension Plan.

We have other news, some good and some not so good. There has been a more than a little fallout from 'becoming' a new university under an Amended University Act. The amount of work this transition has required of our members is worthy of admiration – from Senate, to Faculty Councils, to subcommittees and discussions on tenure and systems of ranking, there has been more work than imaginable. Unlike TRU, who went through this process before us, we were not so fortunate as to receive additional funds and the ability to reduce the workload of our faculty members. This work of making the transition here at UFV has been accomplished by our faculty and our staff without either compensation or a reduction in workload. There is hardly an area at UFV that has not been affected by these transitional changes. It helps a bit to know that we are not alone in making these transitions and the unions of the other New Universities are working through them with and in some cases for us.

### Senate versus the Collective Agreement

In December the Presidents of the New Universities sent letters to the Presidents of their Faculty Associations indicating that the Senate may now have jurisdiction over areas previously covered by the Collective Agreement. These letters were circulated throughout the system after an arbitration decision, known now as the McPhillips decision. This

decision, currently a matter of appeal, sided with the UBC Senate over the UBC Faculty Association. This gave the Senate rights regarding the evaluation of faculty that were previously within the Collective Agreement. Setting aside the differences in the powers of the Senates of the Old Universities and the New Universities, which are outlined in the University Act and its amendments, this has raised questions about the role and powers of Senates across Canada. The Canadian Association of University Teachers (CAUT) is concerned about this turn of events in BC and has brought the power of their voice to the settlement of this issue. Please see the articles from *The Tyee* on pages 8 & 9.

### Training and Development – withdrawal of \$700.00

If you are a faculty member at the top of the faculty scale and you haven't applied for your Training and Development funds yet, you may not know that Management withdrew the additional \$700.00 from faculty at the top of the salary scale. This was done without discussion with the FSA and without notice. The FSA Executive was contacted by individual faculty members who applied to use the funds only to find they were no longer available. This pay cut puts faculty at UFV at a disadvantage salary-wise when compared to their counterparts at places such as Capilano University, Kwantlen Polytechnic University, Vancouver Island University, and Douglas College whose current top of scale for faculty is \$84,896 compared to UFV's \$83,231. The FSA Executive voted to file a policy grievance to restore the \$700 dollars.

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## Budget Talks

The FSA attended the Budget talks expecting to see evidence in the budget that the Employer had taken the violation of Article 12.9 (Fulltime to Sessional Faculty Complement – 75% to 25%) seriously. Despite our patience and collegial approach to working with them to bring the number of sessional positions in line with the Collective Agreement, the most recent examination of the numbers showed that rather than decreasing, the percentage of courses taught by sessionals had increased to 35%. It is disappointing that the Employer did not feel an obligation to create enough regular faculty positions to decrease the percentage to 25% or below. Instead, in contradiction of the recent Letters of Expectation from the Ministry, Management allocated \$460,000 dollars to new administrative positions and \$40,000 to partially fund one faculty position. The explanation given for ignoring the Letter of Expectation was “the Ministry expects a lot” and we can’t do it all. I hadn’t realized that some Ministry directives can be ignored – perhaps we can convince them that

the directive to not reduce faculty workloads can also be ignored. The FSA Executive voted to file a policy grievance to gain the Employer’s compliance with the agreement.

## Bargaining Committee

As a result of Executive member disagreement on the jurisdiction of ad hoc joint Labour and Management committees, the Chair of our Bargaining Committee, Virginia Cooke resigned. Because this resignation was not expected, and because this is an important position to hold during a bargaining year, I personally find the loss of Virginia regrettable.

Fortunately, since the Bargaining Committee is comprised of so many dedicated and hard working people who have been involved in the process from the beginning, we have a strong pool from which to select an Acting Contract Chair. In a unanimous vote, the Bargaining Committee elected Hilary Turner to act as their Chair. This decision was confirmed by the FSA Executive. I have had many opportunities to see Hilary at work in the committee and in the Executive. If you know Hilary, you will understand why there was no hesitation in electing her to chair the

committee. Hilary is well-informed, understands bargaining strategy, and has the confidence of her committee and the FSA Executive.

One reason why the bargaining process is especially important this year is the connection between rank, title, and workload. The heavy teaching load that is currently the norm is incompatible with the expectations of research and publication that go along with the traditional system of rank and tenure. It is one thing to revel in our apparent new equality with the more prestigious research-oriented universities; it is quite another to imagine that we operate on a level playing field with them.

This past year as FSA President has not been easy, but it has strengthened my commitment to focus on the principles of democracy and transparency on which our union work is based, and I remain committed to work on behalf of all of our members by striving to keep you involved and informed and by putting the protection of your interests foremost.

*Rhonda Snow*

## ‘Collective begging’ in previous times

Mark Thompson, a professor emeritus at UBC’s Sauder School of Business, remembers some of the history behind the current fracas about faculty associations, unionization and administrative powers. When he came to UBC in 1971, the powers of the faculty association were so attenuated that their communication with the employer amounted to “collective begging,” Thompson recalled.

He remembered too that in the 1980s the Socred government of the day amended the labour code to prevent university faculty from seeking union certification. The Harcourt government later reversed that clause of the labour code, he said, and faculty at most B.C. universities are now unionized.

Thompson, himself a veteran of three years service on the UBC Senate, was skeptical about the claims made by Kwantlen and other new university administrations that their new Senates ought to be able to veto negotiated contracts with faculty. “I guess,” he said sardonically, “that’s what they call collaborative bargaining.”

Source: <http://thetyee.ca/News/2010/03/31/BCTeachingUniversities/>

## From the Faculty Contract Administrator



As a member of the Bargaining Committee, I have been working on proposed revisions to Article 7, *Grievance Procedure*, contained on pages

13 through 15 of the Collective Agreement (hereafter referred to as the CA). Article 7.1 defines a grievance “as any dispute or **controversy** (emphasis added) between the parties.” Recent events notwithstanding, the definition of a grievance, in my view, should be limited to disputes that **are** subject to arbitration and I propose that ‘controversies’ be left to the editorial pages of *Words & Vision* and to the hallways of the University, where they are routinely settled.

Article 7.2 places a heavy burden on individual employees to “resolve problems through informal channels before using the formal process. The affected employee **must** request a meeting with the appropriate supervisor in an attempt to discuss and resolve the issue before a grievance is initiated.” Since most of the ‘supervisors’ are included in the bargaining unit at UFV, I propose the wording be changed to clearly define “excluded administrator” as the first avenue of grievance. I also propose turning the tables during the informal resolution phase. Rather than the employee having to request a meeting with the ‘supervisor’ and inviting the Union to *tag along*, I propose that the FSA initiate the meeting and invite the affected employee to be present. One of the problems with the current set up is that individual employees who seek informal resolution on their own behalf sometimes find themselves in conflict with the CA. Article 7.2(b) gives the Union the right to file a grievance against any informal resolution that is inconsistent with the CA. This would be prevented if individual employees didn’t go unescorted to the Employer

to seek redress for their grievances.

Article 7.3 clearly identifies that the FSA must initiate all formal grievances on behalf of employees, as it should be. Over the years, quite a number of people have told me that they intend to “file a grievance.” The reality is that no one other than the Union or the Employer has the authority to file a grievance under the terms of the CA. This is an important distinction and speaks to who has carriage of a grievance. The Union carries *all* grievances on behalf of employees. It is never left to an individual employee to decide whether or not to grieve or at what step in the process to settle. Right or wrong, that’s why you elected us to represent you.

Article 7.4 outlines Step One of the formal grievance procedure. It begins with the Union providing written notice to the Employer of the facts giving rise to the grievance, identifies the provisions of the CA alleged to be violated, and indicates the remedy being requested. Grievance meetings must be held within 10 work days after their receipt. Employees have the right to be present at the meeting—but the meeting held is between the Employer and the Union. The Union may request the input of the employee at the meeting, but the Union may also ask that the employee remain silent. Sometimes I do.

Article 7.5 is where our CA starts to go wonky. If not resolved at Step 1, grievances are resubmitted directly to the President of the University, who must hold a meeting within five work days to resolve the matter. Step 2 is awfully early on in the process to involve the President, so I propose amending this so that Step 2 grievances go to the Vice-President (Provost). I had intended that the Vice-President (Administration) also be called upon at Step 2; however, word on the street

is that he’s retiring in June and not exactly being replaced. So, to the Provost we shall go.

Article 7.6 is where our CA really veers off into *La La Land*. If not resolved at Step 2, grievances are to be submitted to the Agreements Committee, who meet and “render in writing a recommendation to the President and the Association.” Although not even embedded in the FSA’s Constitution, the Agreements Committee, you may recall, is a joint Union Management committee that meets sporadically between signings of the Collective Agreement to clarify already bargained language. It was the Agreements Committee, for example, that **clarified** that faculty shall not teach beyond a third overload course. I only found out about it after the fact, when some of you came to my door to protest.

At this stage in the game, the respective Contract Administrator has lost all carriage of the grievance. We do not sit on the Agreements Committee and your individual rights are now subject to joint Union Management committee oversight. Did you experience racism in the workplace? Were you fired without just cause? Are you not getting work because the Department Head doesn’t like you? You’d better hope that the Agreements Committee **agrees** with you. Because if they don’t, that’s very likely the end of the road. It won’t matter how **aggrieved** you (or I) feel about your situation. If the Agreements Committee recommends not going forward, it seems unlikely that the FSA Executive will turn around and support going to arbitration on your behalf. We all know from recent events just how effective joint Union Management committees can be. The very idea that an individual’s rights are subject to this kind of pseudo-peer review is both arrogant

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and dangerous. I propose striking 7.6 entirely and replacing it with what is currently contained in Article 7.5, an appeal to the President of the University.

Article 7.7 describes what happens to grievances that are not able to be resolved at the President's door. These are quite rightly referred to arbitration under Article 8. The UFV administration and some long-serving members of the FSA executive take great pride in not having held an arbitration since before some of you were born. But is this necessarily a good thing for a trade union to brag about? I'm not convinced of it. If arbitrations are such terrible things, to be avoided at all possible cost,

then why are other unions and employers conducting them routinely? And why do democratically-elected governments enshrine them in their Labour Codes as the final arbiters of labour **disputes** (not controversies, as we discussed earlier)? I'm merely saying that if you have a right to appeal your case to the highest tribunal in the Province, why should the Union be proud of putting roadblocks, such as the Agreements Committee, in your path?

Article 7.8 describes Policy Grievances, which do not arise from individual grievances but rather from general principles over which there is disagreement (the ratio of regular to sessional faculty at 75/25 springs quickly to mind). Interestingly, policy grievances are not subject to the Agreements Committee, so it

could be interpreted that these collective rights are more important than your individual rights. Article 7.9 spells out the time limits and procedures of conducting grievances, and 7.10 is a useful little Article that ensures that if I screw up and cite the wrong Article of the CA, your case can still be heard.

As you may have figured out by now, I really do believe that Article 7 requires some serious work. These are my sincere and candid thoughts after four years of working with it. I hope you like the proposed changes. I invite you to share your ideas with any member of the Bargaining Committee.

*Curtis Magnuson*

## From the Faculty Vice-President



### Activities Related to the Clauses on Intellectual Property in the Collective Agreement

In the present UFV Collective Agreement, the clause dealing with Intellectual Property (10.5), is called "Copyright" and consists of 4 short paragraphs. This is very cursory, and does not address a great deal of continuous activity that needs to be defined and protected under the Collective Agreement. Activity that falls under the heading of *Intellectual Property* at a university includes anything from a lecture to a publication, to a painting to a computer program. All these creations and inventions need to be defined, and the relationship between the creation, the creator(s) and the institution, needs to be clearly stated.

I was given the responsibility to research the topic of Intellectual Property clauses in other universities' Collective Agreements, and to write the proposed clause for a future UFV Collective Agreement.

Research of this nature is not difficult, since most universities in Canada have uploaded their Collective Agreements to the University website; they make for instructive and enlightening reading. I looked through the Collective Agreements of about a dozen universities, including University of Northern British Columbia, Simon Fraser University, University of Western Ontario, York University, Memorial University and Mount Allison University. I also read the model clause for Intellectual Property as suggested by CAUT.

I found that Collective Agreements governing Faculty range from under one hundred pages to over two hundred pages, and there were qualitative as well as quantitative variations in the way different institutions approached the subject of Intellectual Property. I was generally guided by the CAUT document, and then added more detailed clauses from those universities' Collective Agreements that were the most clear, understandable and realistic.

My proposed clause on Intellectual Property defines Intellectual Property, who owns it, and the relationship between ownership and Academic Freedom. It also includes the rights of the owner to publish and disclose the results of research. I have described the definition and applicability of Copyright and Patents, as well as the relationship between the University and the copyright holder, and the ownership of revenues from copyrighted materials or patented inventions. At the moment I'm working on concluding paragraphs on the creation of electronic databases and multimedia courses.

*Molly Ungar*

## From the Staff Contract Administrator



I would like to take the opportunity to provide a summary of some of the issues that I have been involved in over the past few months as well as some information items that would be of interest to staff. The following is a list that outlines some of what I have been working on in my role as Staff Contract Administrator.

**SACs** – This term I have sat on a few Selection Advisory Committees as an observer. I do not sit on all staff SAC's as an observer, but many times I am asked by an internal candidate or a Chair of an SAC to sit in on the process. This quite often is the case when a qualified internal applicant has been selected for an interview or if there are multiple internal candidates that have been short-listed.

**Workload Allocation** – I have again been fielding questions from members regarding how work is to be allocated for staff within a department (article 17.8).

Where additional generalized work in a department is available to be offered to multiple employees who hold the same job title, work will be distributed in the following order:

1. Type A Staff (permanent employees) with less than 100% contracts shall be topped up to 100% in an equitable manner according to seniority and qualifications.
2. Type C and D Staff working less than 100% in a department will be offered additional work up to 100% in an equitable man-

ner according to departmental seniority and qualifications.

**Discipline** – I have represented a few employees over the past few months who have received disciplinary action. Commonly the means of discipline that are used are a written censure or letter of reprimand or an adverse evaluation report.

1. In these few cases, the employees received a letter of reprimand in their personnel file as a result of inappropriate behavior in the workplace.

The employer had previously held a meeting within the department laying out what was considered appropriate behavior in the work place. It was also explained that failure to act appropriately would result in discipline. As a result, a written reprimand was issued to the employees and this was placed in their personnel file for a specified period of time.

**Termination** – There has been one termination over the last few months. When representing members who have been terminated by the employer, it is important to keep in mind that it is a difficult time for all parties involved. I appreciate the discretion and the professional environment we have in these situations. The climate with which we work is important as the nature of the discussions can be sensitive.

1. A Type A employee was terminated during her initial probationary period according to article 12.1(b) of the collective agreement. This article states that during the initial probationary period, a probationary employee

may be transferred, laid off, dismissed or not reappointed for any stated reason. In this case, the employee received an unfavorable evaluation during her initial probationary period.

Prior to the evaluation, the employer had a couple of meetings with the employee to address some concerns that had been raised. As well, alternative ways for the employee to behave and handle issues were suggested and discussed.

As a result of the unfavorable evaluation and the ongoing concerns that were previously addressed, the employee was terminated as a result of not meeting the expectations that were required for the position and employment at UFV.

A grievance was filed and a resolution was agreed upon to the satisfaction of all parties involved.

### How I Can Be Reached

If you have any questions or would like to stop by the FSA office please feel free to do so. I can be reached at local 4593 or you can find me in B377. I am in the Abbotsford FSA office Monday through Friday, and upon request I am readily available to meet with members on another campus.

In addition, in order to more easily facilitate communications with members while out of the office, I can also be reached at 778-808-0917.

*Heidi Tveten*

## From the Staff Vice-President



Thank you to everyone who filled out the FSA bargaining survey. I have been using the responses from the survey and your emailed comments to guide me in the direction of changes that need to be made. The Bargaining Committee has been meeting regularly and we are getting a lot of work done. The members of the committee have divided various sections of the now expired Collective Agreement to work on.

As we produce new or re-worded language we bring it to the committee to review, comment on and change again as needed. At first it took me a while to feel like I could actually "do this". It felt overwhelming and a bit intimidating when I stopped to think that I was working on behalf of all of you. Now that I have done some re-wording and have felt the support of the rest of the committee I am more comfortable and am plugging away.

Here are some articles that I am working on:

- 2.14 Job Description
- 3.2 Employer shall acquaint new employees
- 4.1 Employer rights and Direction of the workforce
- 10.1 Personnel records
- 12.4 Auxiliary employees
- 12.14 Student employees
- 13.3 Evaluations
- 15.2 Seniority lists
- 17.4 Meal periods
- 21.4 Meals and accommodation
- 21.5 Clothing allowance
- 23.7 Special Leave
- 27.2 Annual vacation

Please take some time to review them and the rest of the Collective Agreement. Send your comments to me, I would like to know if there are other articles that I have missed or if you have come up with something that does not seem to be in the CA and you think it should be.

Remember that I do not know what you are thinking, so please do come to see me and we can talk about any part of the Collective Agreement.

*Isabel Hay*

## McPhillips Ruling:

### GIVING UNIVERSITY SENATES TOO MUCH POWER?

The impending fracas on B.C. campuses about the powers of newly-created Senates at teaching universities to veto collective agreement language may key off a 2008 Labour Code ruling by an arbitrator named David C. McPhillips.

His ruling did not focus on the five new universities cited in the accompanying story, but rather the University of British Columbia and a dispute about its Senate's powers.

Still, although the McPhillips decision is not explicitly cited in the letters from university administrations to their faculties this December, a number of observers close to the situation have told the *Tyee* that arbitrator's ruling on the UBC case is likely to be the precedent upon which the employer will depend in this matter. In the arbitration ruling, McPhillips held that the UBC Senate's plan to institute faculty evaluations could not be grieved under the faculty collective agreement.

"Therefore, the terms of the Collective Agreement between the Board of Governors and the U.B.C. Faculty Association cannot fetter the Senate's paramount authority over academic matters, and to the extend the terms of the Agreement were to do so, those terms would be ultra vires the Board of Governors," the arbitrator ruled. McPhillips also said he had no jurisdiction over the content of the contested faculty evaluation policy.

This ruling is currently before the B.C. Court of Appeal, with hearings having been held earlier this month and a decision expected within three months. Joe Arvay, acting for the Canadian Association of University Teachers, argues in an intervener's factum before the Court of Appeal that "an arbitrator appointed by the parties under a collective agreement has all the necessary jurisdiction to determine whether a university rule, policy or decision, whatever its source, violates the terms of the collective agreement" and McPhillips saying he lacked those powers "was a radical and unsupportable departure from legal precedent." A university's Senate is bound by law to adhere to collective agreements, Arvey argues.

Other observers familiar with the case and Canadian labour law have told the *Tyee* that the Hospital Employees Union win at the Supreme Court in 2007 may well bear on the appeal court's decision. The Supreme Court struck down elements of the BC Liberal's notorious Bill 29 in that ruling and established an important precedent about the Charter of Rights protection for collective bargaining in Canada. — T.S.

## Report from the FPSE Pension Advisory Committee

This is the first report from me on the Pension Advisory Committee (PAC) of FPSE for awhile. I had been away on a self-funded leave during the Fall semester and therefore missed the fall meeting, but when I returned many of the same issues were still before us. The committee was still wrangling with PC (President's Council) over the appointment (or re-appointment) of trustees. PAC is supposed to advise PC on this issue, but Cindy Oliver and PC declined to wait. Anyway, I understand there was a debate on this issue at last year's AGM - the upshot is that there is now a joint PC-PAC committee to work things out. I believe "improving communication" is the usual phrase. This took up a fair bit of time at this month's meeting, but something did come out of it. If you are interested in becoming a trustee of the College Pension Plan, please contact me and I will bring your name forward at the next meeting.

Another hot topic was a discussion of events on the wider political scene. As you probably know, many Canadians have not saved enough to fund their retirement adequately, and this for two reasons. First, they do not contribute enough to RSPs, and secondly, most of the money that is contributed goes into mutual funds where high fees greatly reduce returns. (The Canadian mutual fund industry has some of the highest MERs - Management Expense Ratios - in the world.) This has several effects - one, future government spending will have to increase to fund Old Age Security (OAS) and Guaranteed Income Supplement (GIS) at the same time that health care costs for this same age group will be increasing. This is not good news, because something will have to give. Pensions in the public sector might have to be sacrificed, especially since there is a fair bit of envy about them. The fact that employees pay for about 50% of

the cost is rarely mentioned. The BC and Alberta governments have been ahead of the curve on this issue, coming forward with several proposals. One, having a voluntary supplement to CPP, or two, setting up a common provincial pension plan for all workers. We discussed these options at length. One thing is certain - nothing will happen quickly.

Our actuarial evaluation, which checks on the financial health of our plan, will be completed soon. The trustees expect that it will not be good news, and that contribution rates will have to go up slightly in September. The only good news is that the government has agreed that their contribution rates should be 0.1% higher than those of their employees. Hurray for that!

**Norm Taylor**

## 'Intimidation through misinformation': Oliver of FPSE

Cindy Oliver, president of the Federation of Post Secondary Educators of BC, wrote to John Waters, CEO of the Post-Secondary Employers' Association, ([www.psea.bc.ca](http://www.psea.bc.ca)) the bargaining agent for all of B.C.'s public colleges, special purpose teaching universities and institutes, on Dec. 3, strongly protesting the content of the letters sent to faculty associations at all five of the new special-purpose teaching universities.

Oliver called these communications, which echoed the content and wording of the letter to the Kwantlen faculty group "a bold faced attempt to disrupt the bargaining preparation process that our locals have a legitimate right to undertake." Oliver called the December communications to faculty "intimidation through misinformation." Contacted by email, Moira Stilwell, who as B.C.'s Minister of Advanced Education and Labour Market Development is responsible for the new teaching universities, told *The Tyee* that she thought it would be inappropriate for her to comment on this matter.

*The Tyee* reached the PSEA's John Waters at his office. He confirmed that letters similar to the Kwantlen document had gone to faculty and staff associations at the other four special purpose teaching universities. He denied that his organization was dictating tactics to university administrations and insisted that PSEA had not originated the five letters. Waters refused to comment on the source of the supportive legal opinion cited in the letters. He did say, however, that he did not think that Kwantlen or any of the other universities was relying on an opinion provided to Kwantlen in September of 2008 by D. Lawrence Munn of Clark Wilson LLP. (The opinion, drafted by Mr. Munn for the Office of the Board and President at Kwantlen, has been posted on a website (<http://www.kfa.bc.ca/defendingourrights/index.html>) currently being maintained by the Kwantlen Faculty Association.

Sandi Klassen, executive administrator to the board and president confirmed that the posted document is authentic and was delivered to her in 2008. The Munn opinion includes this note about the impact of new Senate at Kwantlen on existing collective agreements: *"Finally, it should be noted that the continuation of Kwantlen University College as a university and the designation of faculties will not affect the validity, term or content of the two collective agreements. Those remain in place."*

Munn declined to comment on the document or his advice, citing solicitor-client privilege.

## From the F.P.S.E. Non-Regular Employee Co-Chair



By the time this issue comes out, exams will likely be behind us, and hopefully a summer filled with beautiful weather ahead of us. Keeping with the theme of this issue, I will pass along some information as to what the Bargaining Committee has been working on, and how it may impact sessional instructors here at UFV.

There are a variety of different situations which see qualified individuals become sessional instructors; perhaps it is only occasional work they are interested in to supplement other employment, or maybe they seek a stepping stone to more full time work as a university instructor. If a sessional is in the first category, then UFV would have no problem accommodating him or her with a couple of courses per year. However if a sessional is hoping for full time employment as an instructor, there are some ways we believe that things can be improved upon.

First off are extended or long term contracts: these would not replace existing short term contracts, but would serve to supplement them to those sessionals who count on this work as being their only source of income. These longer contracts should cut down on administrative paperwork, and allow access to some limited benefits for those sessionals. Just knowing that one has a job for more than four months at a time would go a long way towards making life better for sessionals here at UFV. This was one of the priorities outlined by respondents on the bargaining survey, and we on the Bargaining Committee also rate it as highly important.

We are also looking at workload for all faculty, and we see room for some improvement for sessionals. In particular, certain inequities in remuneration for courses with lab components will be addressed, and we are hopeful that they can be resolved. We are also looking into how course allocations are prioritized, and perhaps moving sessional instructors higher up the list.

As far as salaries are concerned, if we are successful in negotiating a reduction in workload for faculty, we should hopefully see a corresponding increase in the amount that sessionals are paid. As the government has not provided any additional funds for an increase in salaries, this may be a tough issue to bargain, but we are certainly going to try.

As sessionals, we currently comprise approximately 35% of the teaching faculty here at UFV, and thus play an integral role in educating our students. Having spoken to many sessionals over the past year, I know how much pride they take in their teaching duties here at UFV, and it is high time that they are recognized as an essential part of this University, and an important part of our student's future.

On a personal note, I would like to thank Virginia Cooke for all her very hard work on the Bargaining Committee. She always had the concerns of sessionals as a priority, and we will continue our work with the goal of maintaining the high standard that she has set.

*Jeff Chizma*

## Faculty Forum on Rank & Tenure

Thursday, April 29, 2010 from 1:00 pm to 3:00 pm  
Abbotsford Campus - Conference Room B121

University of the Fraser Valley  
**Faculty & Staff Association**

**NOMINATION FORM**

**ELECTION OF OFFICERS  
2010/11**

**Nominations will close at the end of the AGM – Thursday, May 6, 2010**

**Positions to be filled:**

- ◆ Faculty Vice-President (2 year term)
- ◆ Contract Chair (2 year term)
- ◆ Staff Contract Administrator (2 year term)
- ◆ Agreements Chair (2 year term)
- ◆ Communications Chair (1 year term)
- ◆ Joint Professional Development Chair (1 year term)
- ◆ Social Convener (1 year term)
- ◆ Occupational Health & Safety Co-Chair (1 year term)
- ◆ FPSE Rep - Non-Regular Employees (1 year term)
- ◆ FPSE Rep - Status of Women (1 year term)
- ◆ FPSE Rep - Human Rights (1 year term)

**Note:**

All nominees are expected to submit a written statement to the FSA office for posting on the FSA website by *4:00 p.m. on Monday May 10, 2010*.

**Please complete this form and forward it to the FSA Office (B377) Abbotsford Campus.**

I nominate \_\_\_\_\_  
(please print clearly)

for the position of \_\_\_\_\_  
(please print clearly)

\_\_\_\_\_  
(name and signature of NOMINATOR...please print clearly) \_\_\_\_\_  
(date)

I accept the nomination \_\_\_\_\_  
(signature of NOMINEE)

## FSA Contacts For 2009/2010

POSITION		LOCAL
President	Rhonda Snow	4061
Faculty Vice-President	Molly Ungar	4764
Staff Vice-President	Isabel Hay	4034
Contract Administrator (Faculty)	Curtis Magnuson	4085
Contract Administrator (Staff)	Heidi Tvete	4593
Secretary/Treasurer	Sean Parkinson	4301
Communications and Contract Chair	Hilary Turner	4466
JCAC Co-Chair	Shannon Draney	5402
JPDC Co-Chair	Moira Kloster	4320
OH&S Co-Chair	Kathy Gowridge	6311
Social Committee Chair	Mandy Klepic	6333

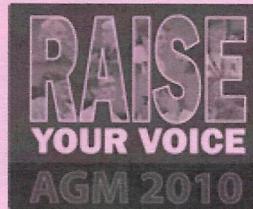
### FPSE REPS

Status of Women	Lori Wirth	4006
Human Rights	Kulwant Gill	4578
Non-Regular Employees Co-Chairs	Jeff Chizma	4228

### OFFICE ADMINISTRATION

Member Services & Procedures	Tanja Rourke	4530
Finance	Harman Grewal	4475

## What's New on the FPSE Calendar



### 29th Annual 2010 FPSE AGM & Convention

May 18 - 22nd  
at Harrison Hot Springs

### COCAL IX Conference

The ninth annual COCAL Conference will be held in Quebec City, Quebec, August 13-15, 2010 at Université Laval.

For more information, visit:  
[www.fpse.ca](http://www.fpse.ca)

## Words & Vision

Newsletter  
of the  
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